

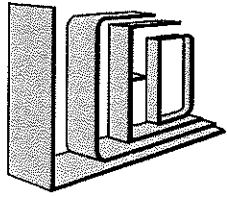
Lancaster
County

DON R. THOMAS - COUNTY ENGINEER

Engineering

DEPUTY- LARRY V. WORRELL
COUNTY SURVEYOR

Department



NOTICE TO BIDDERS

Lancaster County intends to solicit proposals for **Project No. 07-25; Build Sign Beacon at North 148th Street and Highway 34**, and invites you to submit a proposal for:

**LANCASTER COUNTY PROJECT NO. 07-25
BUILD SIGN BEACON AT NORTH 148TH STREET AND HIGHWAY 34**

Copies of the proposal, specifications, plans and related bid documents are enclosed in this transmittal for your convenience.

Sealed proposals will be received by the County of Lancaster, Nebraska, on or before 4:30 p.m., Wednesday, **November 22, 2006**, in the office of the Purchasing Agent, Suite 200, "K" Street Complex located at 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be evaluated by the Engineering Department staff. Once the successful bidder has been determined, that firm will be notified by U.S. mail.

Bidders should take caution if U.S. postal or delivery service is used for submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division prior to the time and date specified.

07-25; Build Sign Beacon at North 148th Street and Highway 34
Adv: None
Opn: 11/22/2006
Awd: None

LANCASTER COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

BUILD SIGN BEACON AT NORTH 148TH STREET AND HIGHWAY 34

PROJECT NO. 07-25

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INSTRUCTIONS TO BIDDERS
LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of bids.
- 5.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and available on the City of Lincoln/Lancaster County website.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent or designee.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 - 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.

- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the bidder.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them maybe liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska revised Statute 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

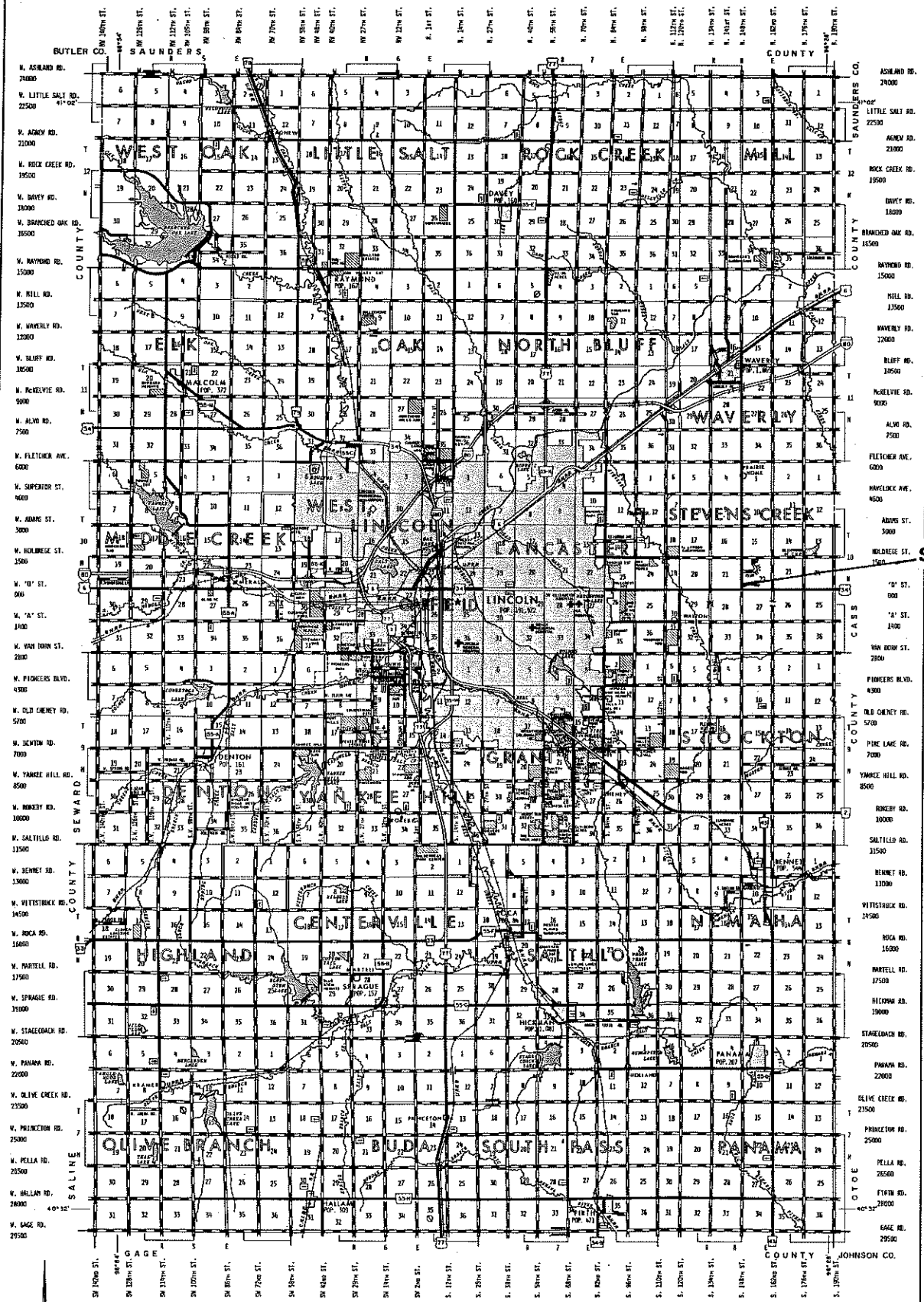
- 18.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

19. EXECUTION OF CONTRACT

19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

- ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. County will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the County within 10 days (unless otherwise noted).
 - 3. The County will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, and submit the Agreement to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature from the County Board of Commissioners, the County will return one copy to the Contractor.

LANCASTER COUNTY NEBRASKA



LEGEND

TRANSPORTATION

- INTERSTATE HIGHWAY
- U.S. HIGHWAY
- STATE HIGHWAY
- PAVED COUNTY ROAD
- GRAVEL ROAD
- DIRT ROAD
- NEIGHBORHOOD MAINTENANCE ROAD
- HIGHWAY BRIDGE, ANY TYPE
- RAILROAD
- GRADE CROSSING
- OVERPASS (RAILROAD BELOW)
- UNDERPASS (RAILROAD ABOVE)
- AIRPORT
- LANDING AREA OR STRIP
- RAILROAD
- RIVER OR CREEK
- DAM ABOVE ROAD
- DAM WITH ROAD ON TOP
- ROAD MAINTAINED BY ADJOINING COUNTY

MISCELLANEOUS FEATURES

- INCORPORATED VILLAGE OR CITY
- UNINCORPORATED VILLAGE
- SUBDIVISION
- COUNTY BOUNDARY
- TOWNSHIP LINE
- SECTION LINE
- CEMETERY
- CHURCH WITH CEMETERY ADJACENT
- BUILDINGS
- STATE CAPITOL
- HOSPITAL
- SCHOOL
- CHURCH

SCALE

0 1 2 3 4 MILES

0 1 2 3 4 KILOMETERS

MAP PREPARED AT PUBLIC EXPENSE BY
LANCASTER COUNTY ENGINEERING DEPARTMENT
LINCOLN, NEBRASKA
NOT INTENDED FOR COMMERCIAL PURPOSES

REV. DATE: 3-4-92

PROPOSAL FOR WORK
FOR
LANCASTER COUNTY, NEBRASKA
PROJECT NO. 07-25
BUILD SIGN BEACON AT NORTH 148TH STREET AND HIGHWAY 34
in LANCASTER COUNTY, NEBRASKA

TO LANCASTER COUNTY, NEBRASKA:

Pursuant to the invitation to bid and the *Instructions to Bidders*, the undersigned bidder herewith submits his proposal for performing all the required work on the schedules hereto included.

The undersigned proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means of construction; to do all work and to furnish all materials and labor necessary to complete the work in accordance with the Plans and Specifications and Special Provisions, now on file in the office of the Lancaster County Engineer; to commence said work on or before **November 27, 2006**, and to complete said work on or before **April 2, 2007**. Requests for earlier starting dates are subject to the approval of the County Engineer.

The Contractor shall be furnished a PURCHASING AGENT APPOINTMENT and a copy of EXEMPT SALES CERTIFICATION FORM for use in claiming exemption from the sales/use tax levied by the Nebraska Revenue Act of 1967, as amended, for tangible personal property incorporated into this project, and such exemption is in fact reflected in the indicated unit prices for materials.

The Contractor will not be required to furnish a bid bond for this project.

The Contractor will not be required to furnish a PERFORMANCE AND LABOR AND MATERIALS PAYMENT BOND.

The Contractor will be required to furnish an Insurance Certificate as described in "INSURANCE CLAUSE TO BE USED ON ALL COUNTY CONTRACTS."

The Contractor will furnish an Insurance Certificate within 14 days of notification of award and prior to beginning work on the project.

All bidders shall complete the *Contractor Work Resume* forms provided herein and file it with their bid.

The unit prices specified herein shall prevail when evaluating the proposals to determine the successful bidder. Should an error be discovered in the estimated quantities during the advertisement period, every effort will be made to issue an addendum correcting the discrepancy. If, in the opinion of the County Engineer an addendum cannot be issued prior to the filing of the proposals, the County reserves the right to evaluate the proposals based on the known quantities at the time the proposals are opened.

It is the intent of the Plans and these Specifications to receive proposals and award a contract for all of the construction work shown on the Plans. All work awarded will be to one and only one Contractor.

The following schedule and prices are to be used as my total bid and to determine the unit prices for any work, more or less than, called for by the Plans and Specifications and for partial estimates:

The following schedule and prices are to be used as my total bid and to determine the unit prices for any work, more or less than, called for by the Plans, Specifications, and Special Provisions and for partial estimates:

<u>Item No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price/Unit</u>	<u>Item Cost</u>
1.	Build Sign Beacon at North 148 th Street & Highway 34	1	LumpSum	\$ _____	\$ _____
TOTAL BID				\$ _____	

DATED this _____ day of _____, 2006

Name of Contractor

By: _____
Name and Title

Address

City State Zip

CONTRACTOR WORK RESUME FORM

FOR

LANCASTER COUNTY, NEBRASKA

PROJECT NO. 07-25

BUILD SIGN BEACON AT NORTH 148TH STREET AND HIGHWAY 34

The following is a list of projects recently completed by _____ which
(Firm Name)
are thought to be similar in nature to the work required in the aforementioned project:

1.

Owner		Project Name and/or Number	
Street Address		Contract Amount	Completion Date
City	State	Zip	
()			
Name Owner's Representative		Phone	

Brief Description of Work

2.

Owner		Project Name and/or Number	
Street Address		Contract Amount	Completion Date
City	State	Zip	
()			
Name Owner's Representative		Phone	

Brief Description of Work

CONTRACTOR WORK RESUME FORM

Page 2

3.

Owner		Project Name and/or Number	
Street Address		Contract Amount	Completion Date
City	State	Zip	
()			
Name Owner's Representative		Phone	

Brief Description of Work

4.

Owner		Project Name and/or Number	
Street Address		Contract Amount	Completion Date
City	State	Zip	
()			
Name Owner's Representative		Phone	

Brief Description of Work

SPECIFICATIONS

This project shall be subject to and performed in accordance with all applicable provisions of the *1997 Standard Specifications for Highway Construction* and the Supplemental Specifications dated July 12, 2001 of the State of Nebraska, with the following revisions and amendments:

Section 101, Article 101.0316	<u>Commission.</u> Shall mean the Board of County Commissioners of Lancaster County, Nebraska.
Section 101, Article 101.0327	<u>Department.</u> Shall mean the Lancaster County Engineering Department.
Section 101, Article 101.0334	<u>Engineer.</u> Shall mean the Lancaster County Engineer.
Section 101, Article 101.0379	<u>State.</u> Shall mean Lancaster County, Nebraska.
Section 102, Article 102.14	Reference to the Department of Roads in the first sentence shall be amended to read "to the County Treasurer of Lancaster County, Nebraska".
Section 103, Article 103.01	The word "engineer" in the first sentence shall be amended to read "Board of County Commissioners of Lancaster County, Nebraska".
Section 103, Article 103.03 103.04 103.05	This article is void and does not apply to this Contract. (See <i>Instructions to Bidders</i> .)

INSURANCE - All bidders shall take special note of the *Contractors Comprehensive General Liability* and *Workmen's Compensation and Employer Liability Insurance* requirements of the Contract documents. The Contractor will also be required to provide *Builder's Risk Insurance* if the project involves the construction of a building.

The successful bidder must provide proof of insurance in accordance with the Contract documents within fourteen (14) calendar days after acceptance of the bid.

SPECIAL PROVISIONS

DESCRIPTION OF WORK

To build a "Warning" sign beacon on North 148th Street about 1,000' north of Highway 34.

MATERIALS FOR "WARNING" SIGN BEACON AT NORTH 148TH STREET & HIGHWAY 34

The "Warning" sign and post are in place on North 148th Street about 1,000' north of Highway 34. The following items are needed for the project:

- 1) 1 - 12" Traffic Signal w/Yellow Lens (TS-1 T11)
- 2) 1 - B-1 Bracket and Flat Back Wood Pole Hubs
- 3) 1 - NEMA Dual Circuit Solid State Flasher and 15 amp Circuit Breaker mounted in a key lockable cabinet
- 4) 1 - 150 watt lamp
- *5) As Required - 1" Schedule 40 Galvanized Rigid Steel Conduit and Clamps (for above ground installation)
- *6) As Required - 2" Schedule 40 Galvanized Rigid Steel Conduit (for below ground installation)
- *7) As Required - Access Fitting with 2" to 1" reduction
- *8) As Required - #14 AWG IMSA 19-1 (Stranded) or IMSA 20-1 (Solid) Traffic Signal Control Cable
- *9) As Required - 12/2 w/Ground or #8 USE Electric Service Cable

*Not provided by County

The Contractor is to provide all materials not provided by the County to complete the "Warning" sign beacon in accordance with the Plans and Specifications.

All County supplied material is available at the Lancaster County Shop at 444 Cherrycreek Road, Building B, Lincoln, Nebraska. Contact Wilbur Auman at the shop (402) 441-7797 to arrange for material pick up.

ELECTRIC SERVICE

Electric service for the flashing beacon is to come from the 40' pole (set 6' deep) located about 131' north of the warning sign. The pole has a transformer from which the electric service will be tapped into.

The Contractor will need to install the control cabinet on the pole approximately 5' above the ground. For service connection, contact Rick Volmer, Norris Public Power District at (402) 423-3855 and allow for a 48-hour notification lead time.

TRAFFIC CONTROL

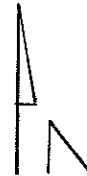
The Contractor is to provide for traffic control (signing, flagging, etc.) at the work site in accordance with the latest edition of the *Manual On Uniform Traffic Control Devices*. The Contractor shall erect "Men Working" warning signs for all directions of traffic approaching the work site. Other signing and flagging will be required if a temporary lane closure is needed to perform the work.

UTILITY LOCATION

Prior to beginning work, the Contractor is to provide for the location of all utilities in the work area. If utility conflicts are found, the Contractor is to notify the County promptly.

COMPLETION OF PROJECT

The installation of the flashing beacon is to be completed by **April 2, 2007** work days after April 2, 2007, are subject to liquidated damages at the rate specified in Subsection 108.08 of the Standard Specifications.



Norris PPD Pole 40/5

For Service Connection

Mount Control Cabinet
On Pole

38'

N. 148th St.

131' approx.

Flashing Warning
Sign Beacon

10'

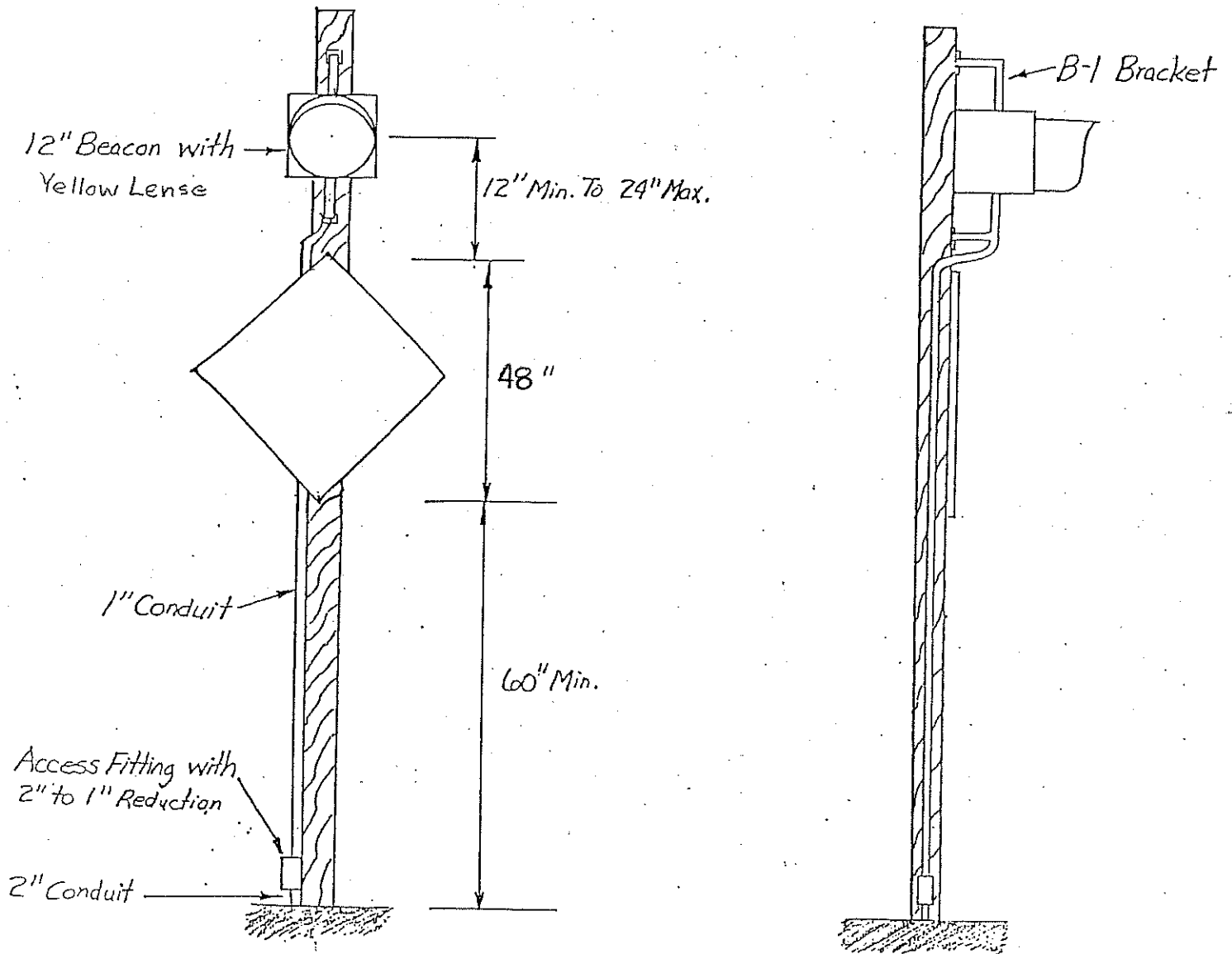


1000' Approx.



Hwy. 34

SIGN BEACON DETAIL



CONTRACT AGREEMENT

RE: PURCHASING AGENT APPOINTMENT AND EXEMPT SALES CERTIFICATE

The Contractor performing work for the County of Lancaster, Nebraska, will be issued a Purchasing Agent Appointment and Exempt Sales Certificate signed by the Purchasing Agent of the County. It is to be used by the Contractor and his subcontractors when purchasing tangible personal property to be actually incorporated into the contract work including materials incidental but necessary to the performance of the contract, provided that such materials are actually incorporated into the contract work. It does not apply to either (1) the purchase of materials to be used but not incorporated into the contract work including but not limited to form lumber, scaffold, etc.; or (2) the purchase or rental of machinery, equipment, or tools owned or leased by the Contractor or his subcontractors and used in performing the contract work.

Purchase qualifying as aforesaid shall be considered as being made by the County. The County shall be obligated to the vendor for the purchase price; but the Contractor or subcontractor, as the case may be, shall handle all payments therefore on behalf of the County. The vendor shall agree to make demand or claim for payment of the purchase price from the County by submitting an invoice to the Contractor or subcontractor. Title to all materials and supplies so qualifying shall vest in the County directly from the vendor; and regardless of the method of payment, title shall vest in the County as otherwise provided in the contract with the County. The Contractor or subcontractor shall not acquire title to any material incorporated into the project. All invoices shall bear the Contractor's or subcontractor's name as agent for the County.

The Contractor may reproduce copies of this Contract Agreement and of the original of the aforesaid Appointment and Certificate to furnish to his suppliers on each invoice or order. The Contractor shall enter the supplier's (the vendor's) name and address, the date, the invoice or order number, a description of the items, and the amount in the spaces provided and shall sign the certificate on the line provided for the "Purchaser's Agent."

The Contractor shall provide each subcontractor with a copy of this Contract Agreement; and of said Appointment and Certificate, the Contractor shall add the subcontractor's name and address in the places provided therefore. Each subcontractor is hereby given the authority to reproduce copies of the copy of said Appointment and Certificate thus provided him by the Contractor and to furnish the same to his (the subcontractor's) suppliers on each invoice or order, and the subcontractor shall complete and sign the same for his purchases in like manner as above set forth for the Contractor.



Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

FORM

17

PURCHASING AGENT APPOINTMENT

Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code
Name and Location of Project			Appointment Information		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		
Identify Project					

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for materials that will be annexed to real estate by them into the tax exempt construction project stated above.

sign
here

Authorized Signature of Governmental Unit or Exempt Organization

Title

Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY

Name and Address of Subcontractor			Delegation Information	
Name			Effective Date	
Street or Other Mailing Address			Expiration Date	
City	State	Zip Code	Portion of Project	

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

sign
here

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization exempt from sales and use tax may appoint as its agent a prime contractor to purchase materials that will be annexed to property that belongs to or will belong to the governmental entity or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor **BEFORE** his or her portion of the construction project begins. The exempt organization or governmental unit must identify the project (e.g., east wing, chapel construction, or new school auditorium).

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental entity or exempt organization directly or through its contractor pays for the materials. Governmental entities or exempt

organizations cannot transfer their exempt status to a contractor or developer who is required to purchase and pay for the materials that are used in the construction of the improvements.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** his or her portion of the construction project begins. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. The canary copy will be retained by the governmental unit or exempt organization, and the white copy will be retained by the prime contractor. Copies of this form must be reproduced by the prime contractor for delegation purposes.

PRIME CONTRACTOR — White Copy

GOVERNMENTAL UNIT OR EXEMPT ORGANIZATION — Canary Copy

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY. The prime contractor may delegate his or her authority to act as the purchasing agent of the governmental unit or exempt organization to a subcontractor. The prime contractor must complete his or her copy of Form 17 for each subcontractor who is delegated authority to act as a purchasing agent. Reproductions of this delegation must be provided to the subcontractor, who must retain a copy for his or her records, and to the governmental unit or exempt organization.

EXEMPT SALE CERTIFICATE. A contractor who has been appointed purchasing agent by a governmental unit or exempt organization, and hires a subcontractor operating under option 1, must provide to that subcontractor a completed copy of Form 17 and a completed Nebraska Resale or Exempt Sale Certificate, Form 13, Section B. The subcontractor will retain these forms in his or her records, and will not charge the contractor sales tax on any portion of the invoice involving the annexation of materials to real estate pursuant to exempt construction project. If these forms are not provided to the subcontractor operating under option 1, the subcontractor must collect and remit sales tax on the materials portion of the invoice.

Contractors operating under option 2 who maintain a tax-paid inventory with no sales tax charged on customer invoices and have been issued a Form 17 from a governmental unit or an exempt organization must furnish each vendor a copy of Form 17 and a completed Form 13 when purchasing materials that will be annexed to real estate. Forms 13 and 17 must be retained with the vendor's records for audit purposes. A contractor or subcontractor may reproduce copies of these documents which will be furnished to the vendors for each invoice or order made by them.

All purchases of materials that will be annexed to real estate must be billed to the governmental unit or exempt organization in care of the prime contractor as purchasing agent, or his or her authorized subcontractor, who will pay vendors for such purchases excluding sales and use tax.

PENALTY. Any person who signs this document with the intent to evade payment of tax is liable for the sales and use tax, interest, and penalty; and may be found guilty of a misdemeanor.

APPOINTMENT INFORMATION. Enter the dates the purchasing agent appointment will become effective and when it will expire. This appointment will not allow any purchases without payment of the tax by the prime contractor or subcontractor before the appointment date or after the expiration date. Exempt organizations must enter their Nebraska Sales and Use Tax Exemption number.

CREDIT/REFUND OF SALES AND USE TAX. A contractor or subcontractor who has been appointed as a purchasing agent before any materials are annexed, may withdraw sales or use tax-paid materials from inventory that will be annexed to real estate or used to repair property annexed to real estate and receive a credit for the sales or use tax amount previously paid on those materials.

The contractor or subcontractor may take a credit either against his or her current consumer's use tax liability, or file a Claim for Overpayment of Sales and Use Tax, Form 7, and receive a refund of the sales or use tax paid on those materials.

DELEGATION INFORMATION. Enter the dates the delegation of the subcontractor will become effective, when it will expire, and the portion of the project delegated. This delegation will not allow any purchases without payment of the tax by the subcontractor before the delegation date or after the expiration date. Reproductions of the delegation must be provided to the subcontractor who must retain a copy for his or her records, and to the governmental unit or exempt organization.

AUTHORIZED SIGNATURE. The Purchasing Agent Appointment must be signed by an officer of the exempt organization or proper government official. The Delegation of Prime Contractor's Authority must be signed by the owner, partner, corporate officer, or other individual authorized to sign by a power of attorney on file with the Nebraska Department of Revenue.

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

Pursuant to Neb. Rev. Stat. § 77-1323, I, _____, do hereby certify that all equipment to be used on County Project No. _____, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in _____ County, _____.

By: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

Witness my hand and notarial seal the day and year last above written.

Notary Public

My Commission Expires

(SEAL)

INSURANCE CLAUSE TO BE USED FOR ALL COUNTY CONTRACTS

Contractor shall not commence work under this contract until Contractor has obtained all insurance required under this section, and such insurance has been approved by the Lancaster County Attorney's Office; nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting the Contractor and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

2. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
3. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
4. Coverage shall also include Products/Completed Operations.
5. Lancaster County shall be named as Additional insured (CG2010 or equivalent).
6. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.

E. Minimum Scope of Insurance

Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.

F. Certificate of Insurance

Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

ACORD® CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
	COMPANY A
INSURED	COMPANY B
	COMPANY C
	COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				GENERAL AGGREGATE \$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$	
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$	
	<input type="checkbox"/> OWNER'S & CONTRACTORS PROT				EACH OCCURRENCE \$	
					FIRE DAMAGE (Any one fire) \$	
					MED EXP (Any one person) \$	
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$	
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$	
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$	
A	GARAGE LIABILITY				EACH ACCIDENT \$	
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$	
A	EXCESS LIABILITY				EACH OCCURRENCE \$	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
	<div style="display: flex; align-items: center;"> <div style="width: 15px; height: 15px; border: 1px solid black; margin-right: 5px;"></div> <div>THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE:</div> </div> <div style="display: flex; align-items: center; margin-top: 5px;"> <div style="width: 15px; height: 15px; border: 1px solid black; margin-right: 5px;"></div> <div>INCL</div> <div style="width: 15px; height: 15px; border: 1px solid black; margin-left: 10px; margin-right: 5px;"></div> <div>EXCL</div> </div>				EACH ACCIDENT \$	
						DISEASE - POLICY LIMIT \$
						DISEASE - EACH EMPLOYEE \$
B	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Project #07-25 With regard to this Project and work performed by _____, Lancaster County Nebraska is included as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE